

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION**

LEONARD MCCLOUD,

Plaintiff,

vs.

CIVIL ACTION NO. 3:16cv991

**MICHAEL HUSZAR, NORTHSHORE
CONCRETE PRODUCTS, LLC AND
JOHN DOES 1-5,**

Defendants.

MOTION TO ENFORCE SETTLEMENT AGREEMENT

Defendants, Northshore Concrete Products, LLC and Michael Huszar, move this Court to enforce the settlement agreement entered into by the parties on May 19, 2017, and state as follows:

1. This matter involves a motor vehicle accident that occurred on or about June 18, 2014, in Jackson, Hinds County, Mississippi. Plaintiff, Leonard McCloud, filed suit against Michael Huszar and Northshore Concrete Products, LLC for recovery for injuries sustained in the motor vehicle accident.

2. On or about May 19, 2017, the parties entered into a mediated settlement agreement for all claims. The signed, mediated settlement agreement, contained the following terms:

1. Payment of (confidential amount) to Plaintiff.
2. Plaintiff to sign a full, final, and complete release of all claims against Defendants.

3. The case will be immediately dismissed with prejudice.

4. Plaintiff is responsible for payment of all liens, claims, and encumbrances arising from or relating to Plaintiff's claims and alleged damages in this case, and Plaintiff shall hold harmless and indemnify Defendants for, from, and against any such liens, claims, and encumbrances.

5. Plaintiff to provide written confirmation from lienholders of satisfaction of liens.

[Ex. 1].

3. Defendants issued a check to Plaintiff and his counsel for the entire amount of the agreed-to settlement, and sent the check, Release, and an Order of Dismissal with Prejudice to Plaintiff's counsel. The settlement check was negotiated and a signed Order of Dismissal with Prejudice was returned. However, an executed Release was not returned.

4. After numerous attempts to obtain the executed Release, Defendants have never received same. Additionally, Defendants have never received written confirmation from lienholders that their liens have been satisfied.

5. Accordingly, Defendants seek assistance from this Court to enforce the parties settlement agreement.

WHEREFORE, Defendants, Northshore Concrete Products, LLC and Michael Huszar, respectfully request that this Court order Plaintiff to produce the signed Release and written confirmation regarding resolution of Plaintiff's medical liens.

Respectfully submitted this, the 21st day of June, 2018.

/s/ Jay M. Atkins

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Attorneys for Michael Huszar and

Northshore Concrete Products, LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served upon all counsel of record via the Court's ECF filing system as follows:

Toney A. Baldwin
Baldwin & Baldwin, PLLC
Post Office Box 3199
Jackson, Mississippi 39207
Attorney for Leonard McCloud

This the 21st day of June, 2018.

/s/ Jay M. Atkins

JAY M. ATKINS